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POWER OF ATTORNEY AND REVOCATION

Inverness Medical Switzerland GMBH hereby appoints Oppedahl & Larson LLP,
customer number

021121:



021121

as my/our attorney(s) or agent(s) to prosecute the

PATENT & TRADEMARK OFFICE

application identified below and to receive any correspondence and to transact all business in the
United States Patent and Trademark Office connected therewith:

8
JM
6/13/02

Serial No.

Filing Date

09/557,955

4/25/2000

Inverness Medical Switzerland GMBH hereby revokes all prior powers of
attorney granted with respect to the above listed application.

Inverness Medical Switzerland GMBH further states that it is the assignee of the
entire right, title, and interest in the above identified application by virtue of the chain of title
from the inventors to Unilever Patent Holdings B.V., which assignment was recorded at
Reel/Frame 010764/0186, and from Unilever Patent Holdings BV to Inverness Medical
Switzerland GMBH, which assignment was submitted for recording on April 17, 2002, copy
attached.

INVERNESS MEDICAL SWITZERLAND GMBH

By: 

Paul Hempel
General Counsel



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1645
ATTORNEY DOCKET NO. IMIN.P-027
PATENT APPLICATION
MAY 21, 2002

SUBMISSION OF POWER OF ATTORNEY

Application No.: 09/557,955
Title: Assay Reagents and Devices
Filing Date: April 25, 2000
Art Unit: 1645

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Assistant Commissioner for Patents
United States Patent and Trademark Office
Washington, D.C. 20231

Sir:

Attached is a Power of Attorney executed by Paul Hempel, General Counsel of Inverness Medical Switzerland GMBH. Please associate it with our Customer No. 021121.

Also, please change the attorney docket number to IMIN.P-027. Thank you for your assistance in this matter.

Respectfully submitted,

Marina T. Larson, Ph.D.
Oppedahl & Larson LLP
Reg. No. 32,038
P.O. Box 5068
Dillon, CO 80435-5068

970-468-6600

I hereby certify that this paper and the attachment named herein are being deposited with the United States Postal Service as first class mail in an envelope addressed to Assistant Commissioner for Patents, United States Patent and Trademark Office, Washington, D.C. 20231 on May 22, 2002.

Pam Scott



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Form PTO-1595

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET

PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Unilever Patent Holdings BV
Conopco, Inc.

2. Name and address of receiving party(ies)

Name: Inverness Medical
Switzerland GmbH

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Street Address: c/o Ernst and Young AG

Bundesplatz 1, KH-6300 ZUG

SWITZERLAND

City: _____ State: _____ Zip: _____

Execution Date: 12/20/01

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)
09/557,955

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Marina T. Larson, Ph.D.

Internal Address: Oppedahl & Larson LLP

Street Address: P.O. Box 5068

City: Dillon State: CO Zip: 80435

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41).....\$ 40.00

- ☒ Enclosed Credit Card Authorization Attached
☐ Authorized to be charged to deposit account

8. Deposit account number:

15-0610

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Marina T. Larson, Ph.D.

Name of Person Signing

Marina T. Larson

Signature

April 17, 2002

Date

Total number of pages including cover sheet, attachments, and documents: 9

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

THIS ASSIGNMENT is made the 20th of December 2001.

BETWEEN:

- (1) UNILEVER PATENT HOLDINGS B.V. (formerly Octopra B.V.), a company registered in The Netherlands, whose registered office is at Olivier van Noortlaan 120, 3133 AT Vlaardingen, The Netherlands and CONOPCO, INC., a New York corporation whose principal place of business is at Lever House, 390 Park Avenue, New York, NY 10022-4698, USA (together the "Assignors"); and
- (2) INVERNESS MEDICAL SWITZERLAND GmbH, a company incorporated in Switzerland, whose corporate home is at Ernst and Young AG, Bundesplatz 1, KH-6300 ZUG, Switzerland (the "Assignee").

WHEREAS:

- (A) Unilever U.K. Holdings Limited and Inverness Medical Innovations, Inc. have entered into a sale and purchase agreement of even date herewith ("Sale Agreement"). It is a term of the Sale Agreement that Unilever U.K. Holdings Limited shall procure the sale, and Inverness Medical Innovations, Inc. shall procure the purchase by a designated purchaser, of certain intellectual property assets.
- (B) The Assignors are the registered proprietors of the patents and applicants for registration of the patent applications in the United States, details of which are set out in the Schedule hereto (the "Patents").
- (C) The Assignors have agreed to assign the Patents to the Assignee.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. ASSIGNMENT

The Assignors hereby assign absolutely to the Assignee for good and valuable consideration the full legal and beneficial interest in the Patents free from all liens, charges, equities, encumbrances and other rights exercisable by third parties (other than encumbrances of the type within paragraph (i) of the definition of Permitted Encumbrances (as defined in the Sale Agreement), the BD Licence (as defined in the Sale Agreement) and rights of counterparties under the IP Licences (as defined in the Sale Agreement) disclosed in the Disclosure Letter (as defined in the Sale Agreement)) provided that nothing in this Assignment shall be or shall be deemed to be a covenant, warranty, representation or undertaking as to the validity or non-infringement of any of the Patents. This Assignment includes all the Assignors' rights, privileges and advantages thereto including, without limitation, all rights to bring any proceedings and obtain any remedy (including without limitation damages) in respect of any infringement of the Patents which has occurred prior to the date of this Assignment.

2. FURTHER ASSURANCE

The Assignors shall, at the request and cost of the Assignee, execute any further forms and documents that may be reasonably necessary to secure the vesting in the Assignee of all rights assigned to the Assignee hereunder.

The Assignors shall transfer to the Assignee all records, data, files and other information (in any format and medium) which is in their possession, power or control and which relates to the Patents as soon as reasonably practical after the date of this Assignment, and shall instruct their advisers and agents to do so if requested by the Assignee.

3. GOVERNING LAW

This Assignment shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts in relation to all matters arising out of this Assignment.

IN WITNESS WHEREOF this Assignment has been executed by or on behalf of the parties on the date first above written.

SCHEDULE

Patents

PATENT NUMBER	APPLICATION NUMBER	GRANT NUMBER	PUBLICATION NUMBER	APPLICANT/PROPRIETOR
P0126	08/275755	5610077		Unilever Patent Holdings B.V.
P0126	08/691031			Octropa B.V. (name changed to Unilever Patent Holdings B.V.)
P0126/100	56307	4089816		Unilever Patent Holdings B.V.
P3001	370168	4980298		Unilever Patent Holdings B.V.
P3001	740918	4742011		Unilever Patent Holdings B.V.
P3003/2	442393	5141868		Unilever Patent Holdings B.V.
P3012	842329	6066244		Unilever Patent Holdings B.V.
P3026	208806	4966671		Unilever Patent Holdings B.V.
P3054	225751	4900424	WO88/04048	Unilever Patent Holdings B.V.
P3057/101	08/102313	5622871		Conopco, Inc.

CASE NUMBER	APPLICATION NUMBER	GRANT NUMBER	PUBLICATION NUMBER	APPLICANT/INVENTOR
P3057/101	00/241675	5602040		Unilever Patent Holdings B.V.
P3057/102	00/305967	5656503		Unilever Patent Holdings B.V.
P3057/103	08/241675	5602040		Unilever Patent Holdings B.V.
P3057/104	08/487319	6187598		Unilever Patent Holdings B.V.
P3057/104	09/780351			Unilever Patent Holdings B.V.
P3057/105	08/474192	6228660		Unilever Patent Holdings B.V.
P3057/105	09/794061			Unilever Patent Holdings B.V.
P3070	377849		WO98/03992	Unilever Patent Holdings B.V.
P3070	904888	6275785		Unilever Patent Holdings B.V.
P3073	08/488460			Unilever Patent Holdings B.V.
P3073	08/071641			Unilever Patent Holdings B.V.
P3073	09/944309			Unilever Patent Holdings B.V.
P3074	07/505067	5657762	WO90/09148	Unilever Patent Holdings B.V.

PATENT NUMBER	APPLICATION NUMBER	PATENT NUMBER	PATENT NUMBER	APPLICANT/PROPRIETOR
P3076	623971		WO/90/13032	Unilever Patent Holdings B.V.
P3075	911378	6307511		Unilever Patent Holdings B.V.
P3081	08/226376	6274324		Unilever Patent Holdings B.V.
P3001	7741425		WO91/08482	Unilever Patent Holdings B.V.
P3100	09/025108	6156271		Unilever Patent Holdings B.V.
P3101	09/554765		WO99/27356	Unilever Patent Holdings B.V.
P3102	09/554956		WO99/27368	Unilever Patent Holdings B.V.
P3103	09/285060			Unilever Patent Holdings B.V.
P3106	09/545180			Unilever Patent Holdings B.V.
P3107	09/635434			Unilever Patent Holdings B.V.
P3109	09/828624			Unilever Patent Holdings B.V.
P3110	09/824587			Unilever Patent Holdings B.V.
P3111	09/920306			Unilever Patent Holdings B.V.

GRANT NUMBER	APPLICATION NUMBER	PUBLICATION NUMBER	GRANTOR
R3137	08/109502		Unilever Patent Holdings B.V.
R3137	08/458184		Unilever Patent Holdings B.V.
R3137	08/906171		Unilever Patent Holdings B.V.
R3141	08/109497		Unilever Patent Holdings B.V.
R3141	08/465131		Unilever Patent Holdings B.V.
R3141	08/906139		Unilever Patent Holdings B.V.
R3142	08/109498		Unilever Patent Holdings B.V.
R3142	08/307041		Unilever Patent Holdings B.V.
R3142	08/728191		Unilever Patent Holdings B.V.
R3143	08/109503	5467778	Unilever Patent Holdings B.V.
R3143/100	08/526371		Unilever Patent Holdings B.V.
R3143/100	08/772522	6234974	Unilever Patent Holdings B.V.
R3241	08/861693	6294391	Unilever Patent Holdings B.V.

R3247	00/001212				Unilever Patent Holdings B.V.
R3240	00/935717				Unilever Patent Holdings B.V.
R3249	08/935720	6130100			Unilever Patent Holdings B.V.
R3250	08/935537				Unilever Patent Holdings B.V.
R3250	09/557955	6133048			Unilever Patent Holdings B.V.
T3061	08/464715	5840171	WO94/15207		Unilever Patent Holdings B.V.
T3061	09/192189	6039861			Unilever Patent Holdings B.V.
T3067	08/807008	5069972			Unilever Patent Holdings B.V.

Signed by ~~RICHARD HAZEL~~)
for and on behalf of)
UNILEVER PATENT HOLDINGS B.V.)

R. C. Hazel

Signed by ~~RICHARD HAZEL~~)
for and on behalf of)
CONOPCO, INC.)

R. C. Hazel

Signed by ~~PAUL T. HEMMEL~~)
for and on behalf of)
INVERNESS MEDICAL)
SWITZERLAND GmbH)

Paul T. Hemmel